



Lincoln Police Department  
Thomas K. Casady, Chief of Police  
575 South 10th Street  
Lincoln, Nebraska 68508

402-441-7204  
fax: 402-441-8492



MAYOR CHRIS BEUTLER

lincoln.ne.gov

February 13, 2008

Mayor Beutler and City Council  
City of Lincoln  
City County Building  
Lincoln, NE

Mayor Beutler and Members of the City Council:

An investigation has been made regarding the application of The Element, 5601 South 56<sup>th</sup> street requesting a class I liquor license.

This location was previously known as Bleachers which held a class I liquor license

Christy White requests that she be approved as the manager of the liquor license.

Background information on the applicant is as follows:

Christy White was born in Lincoln, Nebraska. She attended East High School graduating in 1987.

Ms. White has work at this establishment since 1994.

Christy completed the required RCH training on 1-10-08.

Stockholder information has been included for your review.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

  
THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency



rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

# APPLICATION FOR LIQUOR LICENSE

301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/

RECEIVED

JAN 30 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

## CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES CHECK DESIRED CLASS(S)

### RETAIL LICENSE(S)

- |                                     |   |   |         |
|-------------------------------------|---|---|---------|
| <input type="checkbox"/>            | A | BEER, ON SALE ONLY                            | \$45.00 |
| <input type="checkbox"/>            | B | BEER, OFF SALE ONLY                           | \$45.00 |
| <input type="checkbox"/>            | C | BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE | \$45.00 |
| <input type="checkbox"/>            | D | BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY | \$45.00 |
| <input checked="" type="checkbox"/> | I | BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY  | \$45.00 |

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

### MISCELLANEOUS

- |                          |   |                          |                        |                       |
|--------------------------|---|--------------------------|------------------------|-----------------------|
| <input type="checkbox"/> | L | Craft Brewery (Brew Pub) | \$295.00               | \$1,000 minimum bond  |
| <input type="checkbox"/> | O | Boat                     | \$ 95.00               |                       |
| <input type="checkbox"/> | V | Manufacturer             | \$ 45.00(+license fee) | \$10,000 minimum bond |
| <input type="checkbox"/> | W | Wholesale Beer           | \$545.00               | \$5,000 minimum bond  |
| <input type="checkbox"/> | X | Wholesale Liquor         | \$795.00               | \$5,000 minimum bond  |
| <input type="checkbox"/> | Y | Farm Winery              | \$295.00               | \$1,000 minimum bond  |
| <input type="checkbox"/> | Z | Micro Distillery         | \$295.00               | \$1,000 minimum bond  |

All Class C licenses expire October 31<sup>st</sup>

All other licenses expire April 30<sup>th</sup>

Catering expire same as underlying retail license

## TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

- ☐ Individual License (requires insert form 1)  
☐ Partnership License (requires insert form 2)  
☐ Corporate License (requires insert form 3a & 3c)  
☒ Limited Liability Company (requires form 3b & 3c)

## NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(commission will call this person with any questions we may have on this application)

Name Paula J. Metcalf Phone number: (402) 489-3030

Firm Name Paula J. Metcalf, Attorney at Law



**PREMISE INFORMATION**

Trade Name (doing business as) ~~Bleacher's Bar & Grill~~ THE ELEMENT

Street Address #1 5601 S. 56<sup>th</sup> Street, Suite 21

Street Address #2 \_\_\_\_\_

City Lincoln County Lancaster #2 Zip Code 68516

Premise Telephone number 402-423-5381

Is this location inside the city/village corporate limits: ☒ YES ☐ NO

Mail address (where you want receipt of mail from the commission)

Name Michael Raasch and Kevin McGerr

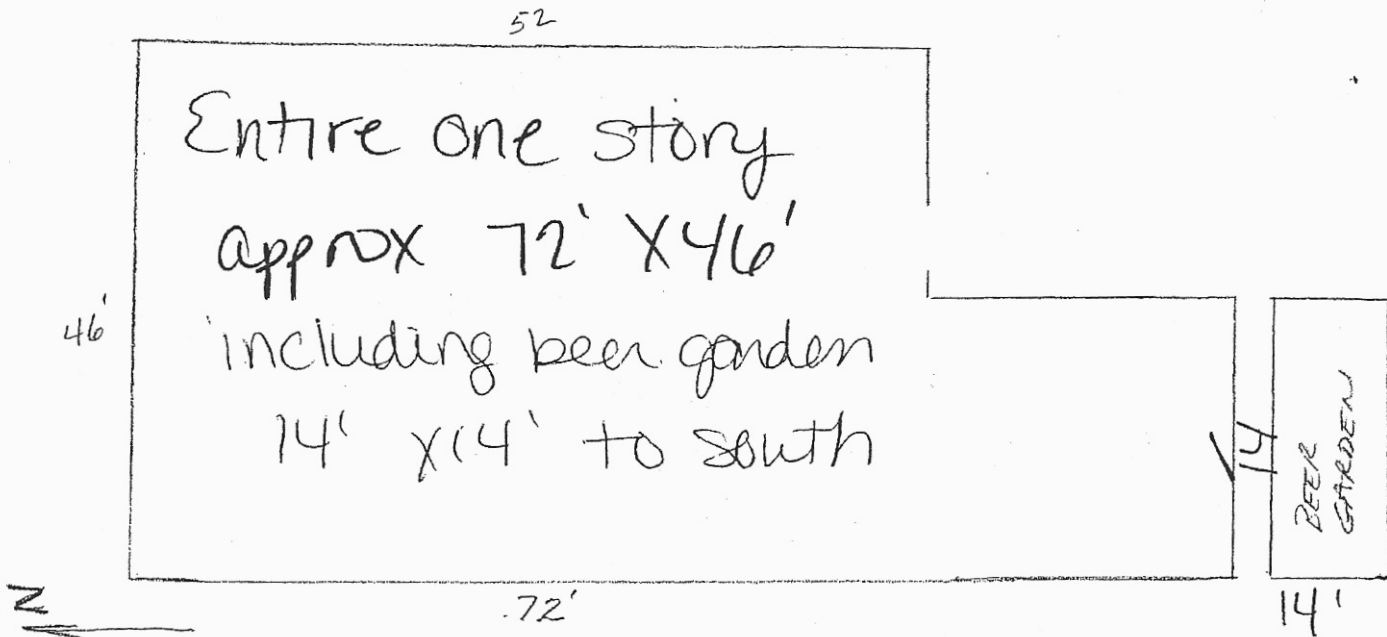
Street Address #1 5601 S. 56<sup>th</sup> Street, Suite 21

Street Address #2 \_\_\_\_\_

City Lincoln County Lancaster Zip Code 68516

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.



## APPLICANT INFORMATION

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Debra McGerr - dui 1987 Lincoln, Ne per applicants (ta)

### 2. Are you buying the business and/or assets of a licensee?

☒ YES ☐ NO

If yes, give name of business and license number Grand Stand LLC dba Bleachers Bar & Grill

a) Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.

b) Include a list of alcohol being purchased, list the name brand, container size and how many?

### 3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

☒ YES ☐ NO

If yes, attach temporary agency agreement form and signature card from the bank.

**This agreement is not effective until you receive your three (3) digit ID number from the Commission.**

### 4. Are you borrowing any money from any source to establish and/or operate the business?

☒ YES ☐ NO

If yes, list the lender First National Bank of Syracuse

### 5. Will any person or entity other than applicant be entitled to a share of the profits of this business?

☐ YES ☒ NO

If yes, explain. All involved persons must be disclosed on application.

### 6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☐ YES ☒ NO

If yes, list such items and the owner.

### 7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

☐ YES ☒ NO

If yes, explain.

No silent partners

8. Are you premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, list the name of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the individual(s) who will be authorized to write checks and/or withdrawals on accounts at the institution.

Union Bank & Trust; Kevin & Debra McGerr, Michael & Diane Raasch; Christy White

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

MI Investments dba Five Willows #716686; 4747 Pioneers 68506; Buggy Bath West LLC #52814; 1502 W. 'O' St. 68528  
(Michael & Diane Raasch)

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations. Christy White 45hrs.

13. List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic beverages.

14 years @ Bleachers; Responsible Hospitality Council Management Training 1-10-08

14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

☒ Lease: expiration date 3/31/2011  
☐ Deed  
☐ Purchase Agreement

15. When do you intend to open for business? January 30th, 2008

16. What will be the main nature of business? Bar & Grill

17. What are the anticipated hours of operation? 11Am to 1Am M-S

18. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

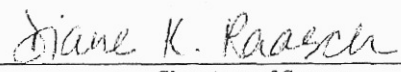
RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Michael Raasch, Lincoln NE	1984	Present	Diane Raasch, Lincoln NE	4/1993	Present
Kevin McGerr, Lincoln NE	1962	Present	Debra McGerr, Lincoln, NE	1968	Present

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

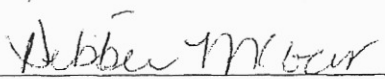
Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Signature of Spouse

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

State of Nebraska

County of Sarcasten

The foregoing instrument was acknowledged before me this Jan. 28, 2008 by

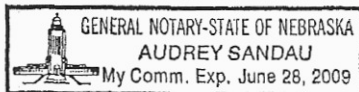
  
\_\_\_\_\_  
Notary Public signature

County of Sarcasten

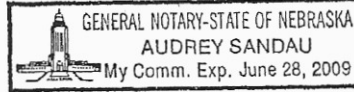
The foregoing instrument was acknowledged before me this Jan. 28, 2008 by

  
\_\_\_\_\_  
Notary Public signature

Affix Seal Here



Affix Seal Here



in compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.  
A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

Office Use

**RECEIVED**  
JAN 30 2008  
NEBRASKA LIQUOR  
CONTROL COMMISSION

All LCC members, including spouses, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must provide a copy of their certified birth certificate or INS papers
- 3) Must submit their fingerprints (2 cards per person)
- 4) Must sign the signature page of the Application for License form (even if spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: Grand Stand LLC

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Grand Stand LLC

LLC Address: 5601 S. 56<sup>th</sup> Street, Suite 21

City: Lincoln State: Ne Zip Code: 68516

LLC Phone Number: 402.423.5381 Fax Number 402.423.2227

Name of Contact Member (Name and information of contact member must be listed on following page)

Last Name: McGerr First Name: Kevin MI: M.

Home Address: 3341 Longview Court City: Lincoln

State: Ne Zip Code: 68506 Home Phone Number: 402.421.6529

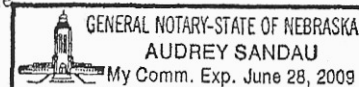
[Signature]  
Signature of Contact Member

County of Lancaster

The foregoing instrument was acknowledged before me this January 28, 2008 by

[Signature]  
Notary Public signature

Affix Seal Here



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: McGerr First Name: Kevin MI: M.

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): Debra A. McGerr

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: Raasch First Name: Michael MI: D.

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): Diane K. Raasch

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_



Is the applying Limited Liability Company controlled by another Corporation/Company?

☐ YES

☒ NO

If yes, provide the name of corporation/company and supply an organizational chart

---

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: Feb January Ending Date: December

---

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #.

---

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA STATE DEPARTMENT OF HEALTH, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF AN ORIGINAL RECORD ON FILE WITH THE STATE DEPARTMENT OF HEALTH BUREAU OF VITAL STATISTICS, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

NOV 20 1989

LINCOLN, NEBRASKA

*Stanley S. Cooper*

STANLEY S. COOPER, DIRECTOR  
BUREAU OF VITAL STATISTICS

RECEIVED

JAN 30 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

STATE OF NEBRASKA—DEPARTMENT OF HEALTH

Bureau of Vital Statistics

CERTIFICATE OF LIVE BIRTH

126-

68 19425

CHILD—NAME			DATE OF BIRTH (MONTH, DAY, YEAR)		20	HOUR
1. Debra Ann Lococo			20		20 5:51 P.M.	
SEX	THIS BIRTH—SINGLE, TWIN, TRIPLET, ETC. (SPECIFY)		IF NOT SINGLE BIRTH—BORN FIRST, SECOND, THIRD, ETC. (SPECIFY)		COUNTY OF BIRTH	
3. Female	4a. Single		4b.		5a. Lancaster	
CITY, TOWN, OR LOCATION OF BIRTH			INSIDE CITY LIMITS (SPECIFY YES OR NO)		HOSPITAL—NAME (IF NOT IN HOSPITAL, GIVE STREET AND NUMBER)	
5b. Lincoln, Nebraska			5c. Yes		5d. Bryan Memorial Hospital	
MOTHER—MAIDEN NAME			AGE (AT TIME OF THIS BIRTH)		STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY)	
6a. Dorothy Frances Quattrocchi			6b. 39		6c. Lincoln, Nebr.	
RESIDENCE—STATE			INSIDE CITY LIMITS (SPECIFY YES OR NO)		STREET AND NUMBER	
7a. Nebraska			7d. Yes		7e. 2430 West O St. 68528	
FATHER—NAME			AGE (AT TIME OF THIS BIRTH)		STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY)	
8a. Lawrence Liborio Lococo			8b. 42		8c. Lincoln, Nebr.	
INFORMANT—NAME OR SIGNATURE			RELATION TO CHILD			
9a. Dorothy Lococo			7b. Mother			
1. CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE.			DATE SIGNED (MONTH, DAY, YEAR)		ATTENDANT—M.D., D.O., OTHER (SPECIFY)	
10a. SIGNATURE			10b. 10-9-68		10c. M.D.	
CERTIFIER—NAME			MAILING ADDRESS		(STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)	
10d. Jo A. Brown, M.D.			10e. 1620 M Street, Lincoln, Nebr.			
REGISTRAR—SIGNATURE			DATE RECEIVED BY LOCAL REGISTRAR		MONTH	
11a.			11b.		OCT 12 1968	

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA STATE DEPARTMENT OF HEALTH, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF AN ORIGINAL RECORD ON FILE WITH THE STATE DEPARTMENT OF HEALTH BUREAU OF VITAL STATISTICS, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

**APR 15 1993**

LINCOLN, NEBRASKA

*Stanley S. Cooper*  
 JAN 30 2008  
 NEBRASKA LIQUOR  
 CONTROL COMMISSION  
 STANLEY S. COOPER, DIRECTOR  
 BUREAU OF VITAL STATISTICS

STATE OF NEBRASKA  
 DEPARTMENT OF HEALTH  
 Bureau of Vital Statistics  
**CERTIFICATE OF LIVE BIRTH**

**62 18535**

PHS-796(VS)  
 REV. 12-54  
 FEDERAL SECURITY AGENCY  
 PUBLIC HEALTH SERVICE

BIRTH NO. 126.....

1. PLACE OF BIRTH a. COUNTY <b>Lancaster</b>		2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE <b>Nebraska</b> b. COUNTY <b>Lancaster</b>	
b. CITY (If outside corporate limits, write RURAL) OR TOWN <b>Lincoln</b>		c. CITY (If outside corporate limits, write RURAL) OR TOWN <b>Lincoln</b>	
c. FULL NAME OF (If NOT in hospital or institution, give street address or location) HOSPITAL OR INSTITUTION <b>ST. ELIZABETH HOSPITAL</b>		d. STREET ADDRESS <b>3344 T Street</b> Inside City Limits? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
3. CHILD'S NAME (Type or print) a. (First) <b>KEVIN</b>		b. (Middle) <b>MICHAEL</b> c. (Last) <b>MCGERR</b>	
4. SEX <b>Male</b>	5a. THIS BIRTH Single <input checked="" type="checkbox"/> Twin <input type="checkbox"/> Triplet <input type="checkbox"/>	5b. If TWIN OR TRIPLET (This child born) 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/>	6. DATE OF BIRTH (Month) (Day) (Year)
FATHER OF CHILD <b>M - 260</b>			
7. FULL NAME a. (First) <b>Daniel</b>		b. (Middle) <b>Lee</b> c. (Last) <b>McGerr</b>	
8. COLOR OR RACE <b>White</b>		9. AGE (At time of this birth) <b>20</b> Yrs.	
10. BIRTHPLACE (City, town, or county) (State or foreign country) <b>Lincoln, Nebraska</b>		11a. USUAL OCCUPATION <b>Truck loader</b>	
11b. KIND OF BUSINESS OR INDUSTRY <b>Cushman Motor Works</b>		MOTHER OF CHILD	
12. FULL MAIDEN NAME a. (First) <b>Sherian</b>		b. (Middle) <b>Lee</b> c. (Last) <b>Crandall</b>	
13. COLOR OR RACE <b>White</b>		14. AGE (At time of this birth) <b>20</b> Yrs.	
15. BIRTHPLACE (City, town or county) (State or foreign country) <b>Lincoln, Nebraska</b>		16. Children Previously Born to This Mother (Do NOT include this child)	
17. INFORMANT'S SIGNATURE OR NAME—Relationship <b>Mrs. Daniel Lee McGerr—Mother</b>		a. How many OTHER children are now living? <b>0</b>	b. How many OTHER children were born alive but are now dead? <b>0</b>
18a. SIGNATURE <i>J. A. Ballou m.d.</i>		18b. ATTENDANT AT BIRTH M. D. <input checked="" type="checkbox"/> Midwife <input type="checkbox"/> Other (Specify)	
18c. ADDRESS <b>1025 Sharp Bldg., Lincoln, Nebraska</b>		19. MOTHER'S MAILING ADDRESS <b>Mrs. Daniel Lee McGerr 3344 T Street Lincoln, Nebraska</b>	
20. DATE REC'D BY LOCAL REG. <b>AUG 1 1962</b>		21. REGISTRAR'S SIGNATURE <i>[Signature]</i>	

I hereby certify that this child was born alive on the date stated above at **9:01 A.** m.

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, VITAL STATISTICS SECTION, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE  
**OCT 17 2000**  
LINCOLN, NEBRASKA

*Stanley S. Cooper*  
STANLEY S. COOPER  
ASSISTANT STATE REGISTRAR  
HEALTH AND HUMAN SERVICES SYSTEM

RECEIVED

JAN 30 2006

NEBRASKA LIQUOR  
CONTROL COMMISSION

HS-796(V3)  
EV. 4-48  
FEDERAL SECURITY AGENCY  
PUBLIC HEALTH SERVICE

STATE OF NEBRASKA  
DEPARTMENT OF HEALTH  
Bureau of Vital Statistics  
**CERTIFICATE OF LIVE BIRTH** BIRTH NO. 126.....

**53 12736**

<b>1. PLACE OF BIRTH</b> a. COUNTY <b>BUFFALO</b> b. CITY (If outside corporate limits, write RURAL) OR TOWN <b>KEARNEY</b> c. FULL NAME OF HOSPITAL OR INSTITUTION <b>GOOD SAMARITAN HOSPITAL</b>		<b>2. USUAL RESIDENCE OF MOTHER (Where does mother live?)</b> a. STATE <b>NEBRASKA</b> b. COUNTY <b>BUFFALO</b> c. CITY (If outside corporate limits, write RURAL) OR TOWN <b>KEARNEY</b> d. STREET ADDRESS (If rural, give location) <b>423 West 24</b>	
<b>3. CHILD'S NAME</b> (Type or print) a. (First) <b>MICHAEL</b> b. (Middle) <b>DEAN</b> c. (Last) <b>RAASCH</b>		<b>4. SEX</b> <b>MALE</b> 5a. THIS BIRTH Single <input checked="" type="checkbox"/> Twin <input type="checkbox"/> Triplet <input type="checkbox"/> 5b. IF TWIN OR TRIPLET (This child born) 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 6. DATE OF BIRTH (Month) (Day) (Year) <b>R-200</b>	
<b>7. FULL NAME</b> a. (First) <b>DONALD</b> b. (Middle) <b>DEAN</b> c. (Last) <b>RAASCH</b> 8. COLOR OR RACE <b>WHITE</b>		<b>9. AGE (At time of this birth)</b> 27 Yrs. 10. BIRTHPLACE (City, town, or county) (State or foreign country) <b>NORTFORY, NEBRASKA</b> 11a. USUAL OCCUPATION <b>SALESMAN</b> 11b. KIND OF BUSINESS OR INDUSTRY	
<b>2. FULL MAIDEN NAME</b> a. (First) <b>JUANITA</b> b. (Middle) <b>JO ANN</b> c. (Last) <b>ANDERSON</b> 13. COLOR OR RACE <b>WHITE</b>		<b>4. AGE (At time of this birth)</b> 20 Yrs. 15. BIRTHPLACE (City, town or county) (State or foreign country) <b>SENECA, NEBRASKA</b> 16. Children Previously Born to This Mother (Do NOT include this child) a. How many OTHER children are now living? <b>1</b> b. How many OTHER children were born alive but are now dead? <b>0</b> c. How many children were stillborn (born dead after 20 weeks pregnancy)? <b>0</b>	
<b>7. INFORMANT'S SIGNATURE OR NAME-Relationship</b> <b>MRS. DONALD RAASCH (MOTHER)</b> 18a. SIGNATURE <i>Donna Raasch</i> 18b. ADDRESS <b>Kearney Nebr</b>		<b>18a. ATTENDANT AT BIRTH</b> M. D. <input checked="" type="checkbox"/> Midwife <input type="checkbox"/> Other (Specify) <b>19. MOTHER'S MAILING ADDRESS</b> <b>AS-ABOVE</b>	
<b>10. DATE REC'D BY LOCAL REG.</b> <b>6-24-53</b>		<b>21. REGISTRAR'S SIGNATURE</b> <i>Stanley S. Cooper</i>	

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, VITAL STATISTICS SECTION, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE  
OCT 17 2000  
LINCOLN, NEBRASKA

*Stanley S. Cooper*  
STANLEY S. COOPER  
ASSISTANT STATE REGISTRAR  
HEALTH AND HUMAN SERVICES SYSTEM

RECEIVED

JAN 30 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

65 10198

5-798(VS)  
V. 12-54  
FEDERAL SECURITY AGENCY  
PUBLIC HEALTH SERVICE

STATE OF NEBRASKA  
DEPARTMENT OF HEALTH  
Bureau of Vital Statistics  
CERTIFICATE OF LIVE BIRTH BIRTH NO. 126

PLACE OF BIRTH a. COUNTY <b>Gage</b>		2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE <b>Nebraska</b> b. COUNTY <b>Gage</b>	
b. CITY (If outside corporate limits, write RURAL) OR TOWN <b>Beatrice</b>		c. CITY (If outside corporate limits, write RURAL) OR TOWN <b>Beatrice</b>	
c. FULL NAME OF (If NOT in hospital or institution, give street address or location) HOSPITAL OR INSTITUTION <b>Mennonite Hospital</b>		d. STREET ADDRESS <b>1033 North 15th St.</b> Inside City Limits? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
CHILD'S NAME (Type or print) a. (First) <b>Diane</b>		b. (Middle) <b>Key</b>	
		c. (Last) <b>Rabel</b>	
SEX <b>male</b>	5a. THIS BIRTH Single <input checked="" type="checkbox"/> Twin <input type="checkbox"/> Triplet <input type="checkbox"/>	5b. IF TWIN OR TRIPLET (This child born) 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/>	6. DATE OF BIRTH (Month) (Day) (Year)
FATHER OF CHILD <b>R-140</b>			
FULL NAME a. (First) <b>Donald</b>		b. (Middle) <b>Lee</b>	
		c. (Last) <b>Rabel</b>	
8. COLOR OR RACE <b>White</b>			
AGE (At time of this birth) 0 Yrs.	10. BIRTHPLACE (City, town, or county) (State or foreign country) <b>Lincoln, Nebraska</b>	11a. USUAL OCCUPATION <b>Truck driver</b>	11b. KIND OF BUSINESS OR INDUSTRY <b>Behrens Const.</b>
MOTHER OF CHILD			
FULL MAIDEN NAME a. (First) <b>Esther</b>		b. (Middle) <b>G</b>	
		c. (Last) <b>Schuster</b>	
12. COLOR OR RACE <b>White</b>			
AGE (At time of this birth) 9 Yrs.	13. BIRTHPLACE (City, town or county) (State or foreign country) <b>Pickrell, Nebraska</b>	14. Children Previously Born to This Mother (Do NOT include this child)	
INFORMANT'S SIGNATURE OR NAME—Relationship <b>Esther Rabel - Mother</b>		a. How many OTHER children are now living? <b>Four</b>	b. How many OTHER children were born alive but are now dead? <b>none</b>
		c. How many children were stillborn (born dead after 20 weeks pregnancy)? <b>none</b>	
16a. SIGNATURE <i>[Signature]</i>		16b. ATTENDANT AT BIRTH M. D. <input checked="" type="checkbox"/> Midwife <input type="checkbox"/> Other (Specify)	
17c. ADDRESS <b>Beatrice, Nebraska</b>		18. MOTHER'S MAILING ADDRESS <b>Mrs. Donald L. Rabel 1023 No. 15th Street Beatrice, Nebraska</b>	
DATE REC'D BY LOCAL REG 87 1965		21. REGISTRAR'S SIGNATURE <i>[Signature]</i>	

I hereby certify that  
child was born alive  
on the date stated above  
12th 6 p.m.



**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

Office Use

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JAN 30 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

Corporate manager, including their spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of their certified birth certificate or INS papers
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

**Corporation/LLC information**

Name of Corporation/LLC: Grandstand LLC / Bleachers Bar & Grill

**Premise information**

Premise License Number: ~~51268~~ Not Yet assigned  
Premise Trade Name/DBA: ~~Bleachers Bar & Grill~~ THE ELEMENT  
Premise Street Address: 5601 S. 56th Suite 21  
City: Lincoln State: Ne Zip Code: 68516  
Premise Phone Number: 402-423-5381

The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.



CORPORATE OFFICER SIGNATURE  
(Faxed signatures are acceptable)





Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☐ MALE ☒ FEMALE

Last Name: White First Name: Christy MI: L

Home Address (include PO Box if applicable): 5240 Jade Court

City: Lincoln State: NE Zip Code: 68516

Home Phone Number: 402-499-8588 Business Phone Number: 402-423-5381

Social Security Number: \_\_\_\_\_ Drivers License Number & State: Ne

Date Of Birth: \_\_\_\_\_ Place Of Birth: Lincoln Nebraska

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☐ YES

☒ NO

Spouse's information

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

APPLICANT AND SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST 10 YEARS

APPLICANT			SPOUSE		
CITY & STATE		YEAR FROM TO	CITY & STATE		YEAR FROM TO
Lincoln Ne		12/1968 present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1990 1994	Champs Restaurant & Lounge	Teri Todd	402-520-1973
1994 present	Bleachers	Matt Metcalf	

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. **If more than one party, please list charges by each individual's name.**

☒ YES

☐ NO

If yes, please explain below or attach a separate page.

DWI

1990

Lincoln Re: applicant (to)

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise.

☐ YES

☒ NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

☒ YES

☐ NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the Nebraska State Patrol for \$38.00 per person)

☒ YES

☐ NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

*Chad White*

Signature of Manager Applicant

N/A

Signature of Spouse

State of Nebraska

County of Lancaster

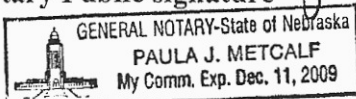
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, by 2008

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_

*Paula J. Metcalf*

Notary Public signature



Affix Seal Here

Notary Public signature

Affix Seal Here

In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

Revised 5/2007

Affix Seal Here

# STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, VITAL RECORDS OFFICE, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

01/29/2008

LINCOLN, NEBRASKA

*Stanley S. Cooper*  
STANLEY S. COOPER  
ASSISTANT STATE REGISTRAR  
DEPARTMENT OF HEALTH AND  
HUMAN SERVICES

RECEIVED

JAN 30 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

## STATE OF NEBRASKA—DEPARTMENT OF HEALTH

Bureau of Vital Statistics

### CERTIFICATE OF LIVE BIRTH

126-

68 23640

CHILD—NAME		FIRST	MIDDLE	LAST	DATE OF BIRTH (MONTH, DAY, YEAR)	BIRTH NUMBER	HOUR
1. <u>Christy Lynn White</u>					2. <u>W-200</u>		<u>6:18 AM</u>
3. <u>Female</u>	4. <u>Single</u>	5. <u>Yes</u>		6. <u>Lancaster</u>			
CITY, TOWN, OR LOCATION OF BIRTH		INSIDE CITY LIMITS (SPECIFY YES OR NO)	HOSPITAL—NAME		LIST NOT IN HOSPITAL, GIVE STREET AND NUMBER		
5. <u>Lincoln</u>		6. <u>Yes</u>	7. <u>St. Elizabeth Hospital</u>				
MOTHER—MAIDEN NAME		FIRST	MIDDLE	LAST	AGE (AT TIME OF THIS BIRTH)	STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY)	
8. <u>Barbara Ann Rustermier</u>					9. <u>21</u>	10. <u>Lincoln, Nebraska</u>	
RESIDENCE—STATE	COUNTY	CITY, TOWN, OR LOCATION		INSIDE CITY LIMITS (SPECIFY YES OR NO)	STREET AND NUMBER		
11. <u>Nebraska</u>	12. <u>Lancaster</u>	13. <u>Lincoln</u>		14. <u>Yes</u>	15. <u>4110 North 11th Street</u>		
FATHER—NAME		FIRST	MIDDLE	LAST	AGE (AT TIME OF THIS BIRTH)	STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY)	
16. <u>Stanley Lee White</u>					17. <u>22</u>	18. <u>Lincoln, Nebraska</u>	
INFORMANT—NAME OR SIGNATURE					RELATION TO CHILD		
19. <u>Mrs. Stanley Lee White</u>					20. <u>Mother</u>		
I CERTIFY THAT THE ABOVE-NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE.		DATE SIGNED (MONTH, DAY, YEAR)		ATTENDANT—M.D., D.O., OTHER (SPECIFY)			
100. <u>G. E. Lewis Jr</u>		101. <u>Jan 7 1969</u>		102. <u>M.D.</u>			
CERTIFIER—NAME		MARITAL ADDRESS		STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP			
103. <u>G. E. Lewis Jr</u>		104. <u>723 Sharp Bldg, Lincoln, Nebraska</u>					
REGISTRAR—SIGNATURE		DATE RECEIVED BY LOCAL REGISTRAR					
105. <u>[Signature]</u>		106. <u>JAN 30 1969</u>					

## UNIT PURCHASE AGREEMENT

THIS AGREEMENT, entered into as of the 30th day of January, 2008, by and between Michael Raasch and Kevin McGerr ("Buyers") and Mathew C. Metcalf ("Seller").

WHEREAS, Seller is presently the owner of 160,000 membership units of Grandstand, LLC, a Nebraska limited liability company (the "Company"), which represent 100% of the membership units of such Company (the "Units"); and

WHEREAS, Buyers desire to purchase from Seller and Seller desires to sell to Buyers all of said Units on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and obligations herein recited, the parties hereto agree as follows:

1. Sale and Purchase. At Closing (as hereafter defined), Buyers agree to purchase from Seller and Seller agrees to sell to Buyers, the Units free and clear of any liens. Seller will deliver at Closing duly executed certificates evidencing Buyer's ownership of such Units, such Units to be divided between Michael Raasch and Kevin McGerr in the percentages indicated by their signatures to this Agreement.

2. Purchase Price. The purchase price for the Units shall be \$270,000.00 (the "Purchase Price"), payable as follows:

- a. \$40,000 upon execution of this Agreement;
- b. The balance of \$230,000 on or before February 11, 2008.

3. Condition. Seller's and Buyers' obligations to close on the purchase and sale of the Units are expressly conditioned upon Seller and Buyers receiving, as applicable, at or prior to Closing:

- a. Satisfactory evidence of Company's payment or settlement of all outstanding bills owed to the Company's vendors and bank lenders (except as provided in Paragraph 4. hereof but specifically including any obligation of the Company to Community Bank of Lincoln, which Seller represents is in the amount of \$11,262.07 as of the date of this Agreement), and any amounts due to federal or state taxing authorities as of the date of this Agreement.
- b. Satisfactory evidence of Buyer's receipt of a new liquor license from the Nebraska Liquor Control Commission ( the "Liquor License").



4. Disclosures: Retained Liabilities. Buyers acknowledge that Company is indebted to Security First Bank in the approximate principal amount of \$139,439.14 pursuant to the following four promissory notes:

#	\$ 21,949.21
	\$ 11,625.44
	\$ 33,057.59
	\$ 72,806.90
	<u>\$139,439.14</u>

Seller advises Buyers that Security First Bank has committed to Seller to accept the transfer of title to a Jeep vehicle and the sum of \$131,000 in total satisfaction of such indebtedness if such payment is received by February 11, 2008. Seller has already caused the Company to deliver the vehicle to Security First Bank. Buyers intend to borrow the amount due from them to Seller under paragraph 2.b. from a financial institution other than Security First Bank and Seller agrees that the indebtedness of the Company to Security First Bank in the amount of \$131,000 will be paid by Seller out of the payment due to Seller pursuant to paragraph 2.b. Buyers further agree that any obligations of the Company to its food supplier, CWD (in the estimated amount of approximately \$16,000), will not be paid by Seller or by the Company prior to Closing and will remain the legal obligations of the Company. Seller has also disclosed to Buyers the existence of a personal injury claim filed against the Company by Barb Seglin and has provided information to Buyers about the Company's insurance coverage regarding such claim. Any obligation of the Company that is not covered by insurance will not be paid by Seller, and will remain an obligation of the Company.

5. Closing: Temporary Agency Agreement. Closing shall take place on or before April 15, 2008, upon receipt by Buyers of the Liquor License. Seller shall retain all ownership of the Units until Closing, but the parties agree to enter into a Temporary Agency Agreement on the date of this Agreement, which Agency Agreement (the "Agency Agreement") shall become effective only when Buyers shall have filed with the Nebraska Liquor Control Commission a completed application for a new license and the Temporary Agency Agreement in form acceptable to the Commission. Buyers agree that such application and Agency Agreement shall be filed on January 30, 2008. When the Temporary Agency Agreement is in effect and until Closing, Buyers shall be entitled to all profits and shall bear all risk of loss of the business of the Company and, except as hereafter provided, all receipts shall be deposited into, and all expenses of the Company becoming due after the date of this Agreement shall be paid out of, an escrow account at a lending institution selected by Buyers and Seller. Any deposits to the escrow account or other bank account of the Company from credit card charges or cash deposits arising out of operations prior to January 30, 2008 shall be promptly remitted to Seller. No compensation shall be paid to either Buyer and no capital improvements or equipment purchases shall be paid out of the escrow account without the prior approval of Seller. At Closing, any balance remaining in the escrow account shall be paid out to Buyers. Buyers agree that they will not make any improvements or alterations to the premises without first complying with all applicable rules and regulations of the Nebraska Liquor Control Commission. In the event the application of Buyers for a liquor license is denied or has not been granted by April 15, 2008, this Agreement shall be cancelled, any funds paid to Seller by Buyers pursuant to paragraph 2



shall be returned to Buyers and any amounts remaining in the escrow account shall be paid over to Seller. Seller shall in such event be entitled to retain the benefit of any improvements made to the premises by Buyers, but Buyers shall be entitled to remove any equipment that is owned by Buyers and is not then owned in whole or in part by the Company. Buyers shall repair any damage to the premises caused by the removal of such equipment. At Closing, Seller shall endorse and assign over to Buyers the Certificate of Units representing Seller's ownership of the Units.

6. Representations and Warranties. The Buyers hereby acknowledge, represent and warrant to the Seller as follows:

(a) The Buyers understand the Units have not been, and will not be, registered under the Securities Act of 1933, as amended (the "Act"), or any state securities act or blue sky law by reason of a specific exemption or exemptions from the registration provisions of the Act and such state acts or laws that depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the representations made in this Agreement.

(b) The Buyers acknowledge that they must hold the Units indefinitely unless the Units are subsequently registered under the Act and any applicable state acts or laws, or an exemption from such registration is available and the Company has received an opinion of counsel satisfactory to the Company confirming the availability of such exemption.

(c) The Buyers are purchasing the Units without being furnished any offering literature or prospectus, and the Buyers have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the Company and the transactions contemplated herein, as well as to obtain any information requested by the Buyers.

(d) The principal residences of the Buyers are located in the State of Nebraska and the Buyers are residents of the State of Nebraska.

(e) The Buyers have such knowledge and experience in financial and business matters as will enable Buyers to evaluate the merits and risks associated with the acquisition of, and investment in, the Units.

(f) The Buyers are able to (i) bear the economic risk of the investment contemplated hereunder, (ii) hold the Units for an indefinite period of time, and (iii) afford a complete loss of the Buyers' investment. The Buyers represent that the Buyers have adequate means of providing for the Buyers' current needs and possible personal contingencies and that the Buyers have no need for liquidity in this investment.

(g) The Buyers acknowledge the Units are being acquired by the Buyers in good faith solely for the Buyers' own personal account, not as nominee or agent, and the Units are being acquired for investment purposes only, and not with a view to or for the resale, distribution, subdivision or fractionalization thereof.

(h) The Buyers have not entered into any contract, undertaking, understanding, agreement or arrangement, formal or informal, with any person to sell, transfer or pledge the Units, or any portion thereof, to any person, and Buyers have no present plans to enter into any such contract, undertaking, agreement or arrangement.

(i) The Buyers understand that the legal consequences of the foregoing representations and warranties means the Buyers must bear the economic risk of the investment for an indefinite period of time because the Units have not been registered under the Act or any state securities acts or laws and, therefore, cannot be sold unless the Units are subsequently registered under the Act or any state securities acts or laws or an exemption from such registration is available.

(j) The Buyers consent to the placement of a legend on the certificate(s) evidencing the ownership of the Units being purchased by the Buyers, which legend shall be in form substantially as follows:

THESE UNITS HAVE NOT BEEN REGISTERED FOR PUBLIC SALE WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER STATE SECURITIES LAWS. THE SALE, PLEDGE OR OTHER DISPOSITION OF THE UNITS IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION DOES NOT REQUIRE REGISTRATION UNDER SUCH ACTS.

(k) The Buyers understand that no public market now exists for the Units.

(l) The Buyers have reviewed with the Buyers' own tax advisors the federal, state and local tax consequences of this investment and the transactions contemplated by this Agreement, and the Buyers are relying solely on such advisors and not on any statements or representations made to the Buyers by the Company, its agents or representatives.

(m) The Buyers have consulted with competent legal counsel as to the advisability, meaning and effect of this Agreement, or have intentionally chosen to not consult with legal counsel, and the Buyers are not relying in this regard on any statement made to the Buyers by or on behalf of the Company, its, agents, representatives or legal counsel.

7. Transferability. The Buyers shall not transfer or assign any right or obligation arising under this Agreement without the prior written consent of seller.

8. Revocation. The Buyers acknowledge and agree that the Buyers may not cancel, terminate or revoke this Agreement or any agreement or obligation made hereunder, and that this Agreement and the obligations arising hereunder shall survive the death or disability

of the Buyers and shall be binding upon their heirs, personal representatives, successors and permitted assigns of the Buyers.

9. No Waiver. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the Buyers, the Buyers do not waive any rights granted to the Buyers under federal or state securities laws.

10. Continuing Effect of Representations and Warranties. The representations and warranties of the Buyers set forth in Section 5 hereof are true and accurate as of the date of this Agreement, shall be true and accurate as of the date of delivery of the Purchase Price and shall survive such delivery. If in any respect such representations and warranties shall not be true and accurate prior to the issuance of the Units to the Buyers, the Buyers shall give immediate written notice of such fact to the Company and Seller, specifying which representations and warranties are not true and accurate and in what respects they are inaccurate.

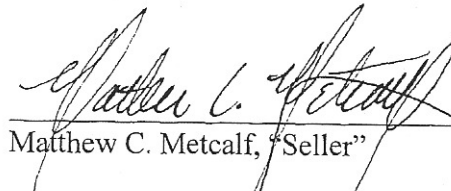
11. Indemnification. The Buyers acknowledge that the Buyers understand the meaning and legal consequences of the representations and warranties contained in Section 6 hereof. The Buyers hereby agree to defend, indemnify and hold harmless the Seller and the Company, and their respective heirs, personal representatives, successors and assigns, from and against any and all loss, damage, liability or expense (including attorney's fees) resulting from or arising out of the inaccuracy of any representation or acknowledgment or the breach of any agreement, warranty or undertaking of the Buyers contained in this Agreement.

12. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by the Buyers and Seller.

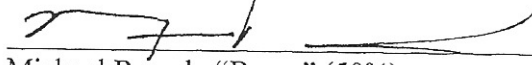
13. Entire Agreement. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof, all prior agreements, written or oral, being merged hereunder.

14. Binding Effect; Assignment. This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto, but Buyers may not assign their rights or delegate their duties hereunder without the prior written consent of Seller.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date and year above indicated.



Matthew C. Metcalf, "Seller"



Michael Raasch, "Buyer" (50%)



Kevin McGerr, "Buyer" (50%)

# Bleachers Inventory 1-30-08 Curb #2

Rumple	14	@ 21.42	= 1607
Sambucca	0	@ 18.92	—
Seagrams 7	2	@ 14.09	= 28.18
Seagrams V.O	5	@ 17	85.
Sloe Gin	3 1/4	@ 9.41	= 7.06
Southern	1	@ 19.17	= 19.17
Stoli Rasp.	1	@ 23.67	23.67
Tang	3	@ 21.59	= 64.77
Juarez	2	@ 11.00	22.00
Triple Sec	3	@ 8.00	24.00
Tequilla Rose	1	@ 22.67	22.67
Vodka - Kew	2 1/4	@ 5.88	= 16.17
Windsor	3 1/4	@ 10.92	= 40.95
Vermouth Sweet	2	@ 19.34	= 38.68
Yukon Jack	2 1/2	@ 17.00	= 42.70
X-Rated	0	@	—
99 Bahannar	1	@ 14.16	= 14.16

RECEIVED

JAN 30 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

250 CS

465.25

# Bleachers Inventory

1-30-08

350 cs

Cooldschlager	1/2	@ 21.84	= 10.92
Gran Main	1/4	@ 37.	= 27.25
Loose	1	@ 35.17	= 35.17
Hennessey	13 1/4	@ 26.50	= 46.38
Jack	3	@	= 73.37
Jager	6	@ 25.92	= 155.52
Jameson	2 1/2	@ 25.50	= 63.75
Hot Dam	2	@ 11.75	= 23.50
Mint Baiters	2	@ 19.75	= 39.50
Carmel Baiters	1	@ 23.84	= 23.84
Goodwas -	(5)	@ 16.50	= 82.50
Petron cafe	2	@ 11.84	= 23.68
Jim Beam	3 1/4	@ 17.84	= 66.90
Johnny Red	1	@ 24	= 24
Kamora	3	@ 13.34	= 40.02
Kessler	6 1/2	@ 11.00	= 71.50
Long Island	2 1/2	@ 17.68	= 44.20
Makers	0	@ 24	—
Main Ble / Red	3 1/4	@ 9.92	= 32.24
Midori	1 1/4	@ 21.09	= 26.36
Mipers	0	@ 19.84	—
OUZO	0	@ 19	—
Old Smug	3 1/4	@ 11.69	= 37.67
Peach	2 1/4	@ 11.75	= 26.44
Puckers	3	@ 11.75	= 35.25
Rang pur	1 1/2	@ 22.92	= 34.38
Rootbeer	1/4	@ 8.00	= 2.00

~~Vander cafe 3 @ 11.84 = 35.52~~ 1046.84



# Bleachers Inventory

1-30-08

C. W. H. H.

Absoluts - 9 1/2 bot @ 24.34 = 231.23

Amaretto 3 @ 11.75 = 35.25

Bacardi 3/4 @ 15.25 = 11.44

Barardi 8 = @ 15.79 = 15.79

Bacardi Dark 1 1/4 @ 15.25 = 15.25

Bacardi Limon 1 1/2 @ 17 = 25.50

Baileys 1 1/2 @ 23.84 = 35.76

Blue V.V. 3 1/2 @ 10.50 = 36.75

Bre Curacao 1 @ 12 = 12.00

Bombay 1/4 @ 24.40 = 6.11

Bombay Saffron 1/4 @ 24.42 = 6.11

Bullet 2 1/4 @ 22 = 49.50

Buttershot 2 1/2 @ 10.75 = 26.88

CC 2 1/2 @ 17.17 = 42.93

CS. Captain 11 @ = 179.67

Chambord 1 1/4 @ 26.67 = 33.34

Chwas 1/2 @ 33.16 = 16.58

Crem de Cocoa 1 @ 11.00 = 11.00

Crown 3 @ 27.42 = 82.26

Cvran 3 3/4 @ 11.67 = 43.76

Cvran Coco 2 3/4 @ 11.09 = 30.50

Cervus 2 3/4 @ 20.09 = 52.25

Dewars 1 1/2 @ 25.25 = 37.88

Drambuie 3/4 @ 27.33 = 20.50

Frangetico 1/2 @ 19.84 = 9.92

Galliano 1/4 @ 25.34 = 19.01

Giblets 4 @ 12 = 48

Olden leant 1/4 @ 39.17 = 9.79

1144.96

# Bleachers Inventory 4/30/08

Chun & White

24<sup>00</sup> CS Miller Chill 17 @ <sup>100</sup> ~~200~~ = 17<sup>00</sup>

24 CS Amstel light 14 @ 1<sup>00</sup> = 14

24 CS Fosters = 21 @ 1<sup>00</sup> = 21<sup>00</sup>

5.00 CS Zima 30 @ = 31.88

20<sup>00</sup> CS High life 28 @ 14.23

CS Bucklers 23 @ 0 = 17.25

20 CS Coors 24 @ = 17.20

Ultra Amber

132.56

30 CS Wine - Chard 20 @ 1.25 = 25<sup>00</sup>

30 CS merlot 4 @ 1.25 = 5

30 CS Cabernet 19 @ 1.25 = 23.75

30 CS White Zin 24 @ 1.25 = 30.00

83.75

# Bleachers Inventory 1-30-08

Chung  
Wht

14.20 CS	Dos Equis - 30 @ 1.00 = 30.25
4 CS	Corona 70 @ 1.00 = 70.00
14 CS	Corona light = 10 @ 1.00 = 10.00
4.20 CS	801 = 37 @ 1.00 = 37.37
5.50 CS	Smirnoff Ice 17 @ 1.00 = 18.00
5.50 CS	Mike Cranberry 30 @ 1.00 = 31.88
5.50 CS	Mike Lemonade 28 @ 1.00 = 29.68
5.50 CS	Mike Lime 26 @ 1.00 = 27.50
3.30 CS	Heurken = 8 @ .97¢ = 7.76
3.40 CS	Heurken Light = 9 @ .97¢ = 8.73
2.40 CS	Full Moon = 29 @ .93¢ = 27.00
3.80 CS	PBR 44 @ .58¢ = 25.30
1.20 18 pk	MBD 32 @ .62 = 19.91
1.20 18 pk	MBD light 40 @ .62 = 24.80
4.50 24 CS	Oodles 3 @ .60 = 1.80
5.60 CS	Bud Select 74 @ .69 = 52.57
8.25 CS	Mic light 53 @ .76 = 40.30
4 CS	Sam Adams 7 @ 1.00 = 7.00
2.40 CS	Fat tire 17 @ .93 = 15.81
2.20 CS	Leah Drott light 12 @ .72 = 8.60
9.25 CS	Killian Red 28 @ .81 = 22.69
1.35 CS	Busch light 139 @ .60 = 83.11
1.20 18 pk	Moller light 400 @ .62 = 248.89
16.60 20 pk	Bud light = 571 @ .83 = 473.93
16.60 20 pk	Bud = 111 @ .83 = 92.13
17.20 CS	Coors light 271 @ .72 = 194.28
	Ultra 101 @ .76 = 76.76

1086.23

Keys - Bud	1	x	72.40 + 30 deposit =	<del>72.40</del> <b>102.40</b>
Bud light	5	x	72.40 + <sup>30 dep</sup> 150	<del>362</del> <b>512</b>
Miller light	3 1/2	x	72.40 + 120 deposit =	<b>373.40</b>
PBR	2	x	55.00 + 60 dep =	<b>170</b>
Bud	1 + 3 = 4	x	40 <del>140</del> + 100 deposit =	<b>240</b>
Blue Moon	1	x	100.00 + 30 deposit =	<b>130</b>
Winter	1	x	41.75 + 30 deposit =	<b>71.75</b>
Bless	0		30 deposit	<b>30.00</b>
business	1	x	136 / 30 deposit =	<b>166.</b>
				<b>1875.55</b>

Red Bull	Sugar Free	8 + 17 = 25	85 ± <b>113.05</b>
	Reg	24 + 36 = 60	

#3

TEMPORARY AGENCY AGREEMENT

ID# \_\_\_\_\_

1. On January 30, 2008, Seller and Buyer entered into a contract for sale of the business known as Bleacher's Bar and Grill, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.

2. Seller and Buyer agree to allow Buyer to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to January 30, 2008, the date of filing the application with the Liquor Control Commission.

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3. Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

4. Buyer will at all times be the agent of the Seller, but Buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when Buyer is acting as Seller's agent; it is specifically understood that Seller shall have no liability for the operation of the business during this period of time, and Buyer agrees to indemnify and hold Seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the Seller and Seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as Seller's license is canceled;

JAN 30 2009

NEBRASKA LIQUOR  
CONTROL COMMISSION

5. At time of closing, certain funds will be held in escrow pending issuance of the license.

6. Financial Institution: Name, Address, Account number of where escrow account is being held - Send Copy Of Signature Card.

Security First Bank  
9710 S. 93rd  
Lincoln, NE 68516-1880

7. All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the Buyer shall receive no profits from the operation of the business until the liquor license has been issued to Buyer, but shall have the right to direct the investment of profit funds by escrow agent.

8. This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

9. It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

Signature of Seller [Signature]

Signature of Seller [Signature]

Signature of Buyer [Signature]

Signature of Buyer [Signature]

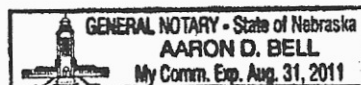
Dated this 30th day of JANUARY, 2008.

STATE OF NEBRASKA )  
COUNTY OF )

The above and foregoing Agency Agreement was acknowledged before me this 30th day of JANUARY, 2008, by MARTIN MCGILL, as Seller, \_\_\_\_\_, as Seller.

The above and foregoing Agency Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by MICHAEL D. BELL, as Buyer, KEVIN MCGILL, as Buyer.

Signature & Seal of Notary Public [Signature]



Security First Bank  
5710 S 53rd  
Lincoln, NE 68516-3276

**OWNERSHIP OF ACCOUNT - PERSONAL (Select One and Initial):**

- ☐ Single-Party Account ☐ Trust-Separate Agreement  
☐ Multiple-Party Account  
☐ Other

**RIGHTS AT DEATH (Select One And Initial):**

- ☐ Single-Party Account  
☐ Multiple-Party Account With Right of Survivorship  
☐ Multiple-Party Account Without Right of Survivorship  
☐ Single-Party Account With Pay On Death  
☐ Multiple-Party Account With Right of Survivorship and Pay On Death

PAY-ON-DEATH BENEFICIARIES: To Add Pay-On-Death Beneficiaries Name One or More:

**OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE**

- ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP  
☐ CORPORATION: ☐ FOR PROFIT ☐ NOT FOR PROFIT  
☒ LIMITED LIABILITY COMPANY

BUSINESS:

COUNTY & STATE  
OF ORGANIZATION:

AUTHORIZATION DATED:

DATE OPENED 01/30/08 BY 208

INITIAL DEPOSIT \$ 0.00

☐ CASH ☒ CHECK ☐

HOME TELEPHONE #

BUSINESS PHONE # (402) 423-5381

DRIVER'S LICENSE #

E-MAIL

EMPLOYER

MOTHER'S MAIDEN NAME

Name and address of someone who will always know your location:

**BACKUP WITHHOLDING CERTIFICATIONS**

TIN:

☒ **TAXPAYER I.D. NUMBER** - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☐ **BACKUP WITHHOLDING** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **EXEMPT RECIPIENTS** - I am an exempt recipient under the Internal Revenue Service Regulations.

**SIGNATURE:** I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X \_\_\_\_\_ (Date)

ACCOUNT  
NUMBER

**ACCOUNT OWNER(S) NAME & ADDRESS**

GRANDSTAND LLC  
5601 SOUTH 56TH STREET, SUITE 20  
LINCOLN, NE 68516-1886

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JAN 30 2008

☒ NEW  
**TYPE OF ACCOUNT**  
☒ CHECKING ☐ SAVINGS  
☐ MONEY MARKET ☐ CERTIFICATE OF DEPOSIT  
☐ NOW ☐  
Account Name: RPA Business Checking  
☐ This is a Temporary account agreement.

Number of signatures required for withdrawal 1

FACSIMILE SIGNATURE(S) ALLOWED? ☐ YES ☒ NO

[X]

**SIGNATURE(S)** - The undersigned agree to the terms stated on every page of this form and acknowledge receipt of a completed copy. The undersigned further authorize the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following disclosure(s):

- ☐ Deposit Account ☐ Funds Availability ☐ Truth in Savings  
☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks  
☐

(1):

[X] MATT METCALF

I.D.

D.O.B.

(2):

[X] CHRISTY WHITE

I.D.

D.O.B.

(3):

[X] KEVIN MCGERR

I.D.

D.O.B.

(4):

[X] MICHAEL RAASCH

I.D.

D.O.B.

**AGENCY (POWER OF ATTORNEY) DESIGNATION (Optional):** To Add Agency Designation To Account, Name One or More Agents:

(Select One and Initial):

- ☐ Agency Designation Survives Disability or Incapacity of Parties  
☐ Agency Designation Terminates on Disability or Incapacity of Parties



113  
**SECURITY FIRST BANK**

**LIMITED LIABILITY COMPANY  
RESOLUTION**

**RECEIVED**

Name of Limited Liability Company: Grandstand LLC  
Trade Name (if any): Bleachers  
Address: 5601 South 56th St Ste 20  
Lincoln Ne 68516  
Members Names: Matt Metcalf

JAN 30 2008  
NEBRASKA LIQUOR  
CONTROL COMMISSION

The above-named Members, constituting all of the members of the Limited Liability Company (LLC) agree that:

1. Security First Bank, Lincoln, Nebraska, ("the Bank") is designated as a depository for funds of the LLC.
2. Each of the persons identified below are authorized to:
  - a. Open any deposit or checking account(s) in the name of the LLC.
  - b. Endorse checks and orders for the payment of money.
  - c. Withdraw funds on deposit: 1 signature(s) required.
  - d. Enter into a written lease for the rental and maintenance of a Safe Deposit Box:        signature(s) required to gain access or terminate the lease.
  - e. Enter into other Agreements for services including, but not limited to, night depository, electronic banking and preauthorized transfers between accounts.

Name	Title	Signature
<u>Matt Metcalf</u>	<u>signer</u>	<u>[Signature]</u>
<u>Christy White</u>	<u>signer</u>	<u>[Signature]</u>
<u>Kevin McGerr</u>	<u>signer</u>	<u>[Signature]</u>
<u>Michael Raesch</u>	<u>signer</u>	<u>[Signature]</u>

3. Any of the above persons are authorized on behalf of the LLC to make any and all other contracts, agreements, stipulations and orders which they consider advisable for the effective exercise of the powers authorized in these resolutions.
4. The bank is authorized to pay all orders and receive them for credit of or in payment from the payee or any other holder without inquiring into the circumstances of the issue or the disposition of the proceeds even if drawn to the order of any signing person or given in payment of a signing person's individual obligation. Each of the above persons are authorized to endorse any item payable to the LLC on behalf of the LLC for credit to any account or for cash.
5. All transactions, if any, with respect to any deposits or withdrawals by or on behalf of the LLC with the Bank prior to the adoption of these resolutions are ratified, approved and confirmed.
6. The LLC agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the LLC.
7. The Bank is authorized to honor any authorized facsimile signature(s) regardless of by whom or by what means the facsimile signature(s) are authorized.
8. If any other parties become interested in the LLC as members, or the existing LLC relationship is altered in any way, or if the business becomes incorporated, the Members shall notify the Bank promptly.
9. These resolutions are in conformity with the Operating Agreement. They will remain in effect until written notice of revocation is received and recorded by the Bank. As of this date these resolutions have not been rescinded or modified.

Dated: 1-30-08

Signed by all members:

Matt Metcalf  
[Signature]

Authorized Facsimile Signature (If Applicable)

LEASE AGREEMENT

#14  
RECEIVED

THIS LEASE, made and entered into this 9th day of April, 2001 by and between ~~2008~~ DAVIS MERCANTILE COMPANY, a Nebraska corporation, whose address is:

640 South 10th St.  
P.O. Box 82226  
Lincoln, Nebraska 68501

JAN 30 2008  
NEBRASKA LIQUOR  
CONTROL COMMISSION

hereinafter called the LESSOR, and GRANDSTAND, LLC, a Nebraska limited liability company, hereinafter called the LESSEE.

WITNESSETH:

That in consideration of the mutual covenants of the respective parties as herein provided, the LESSOR does hereby lease unto the LESSEE the following property situated in Lincoln, Lancaster County, Nebraska more particularly described as follows:

5601 South 56th Street, Suite 20, a commercial leasehold in The Alamo Shopping Center

CONSISTING OF 3,500 square feet, more or less, on the following terms and conditions:

1. TERM: The initial term of this lease shall be for One Hundred Twenty (120) months (1) commencing on April 9, 2001 and ending on March 31, 2011. In the event that LESSEE has paid all rent and performed all other obligations arising hereunder during said initial term, LESSEE may elect to renew this Lease for an additional term of sixty (60) months by providing written notice thereof to LESSOR no later than one hundred eighty (180) days prior to the expiration of the initial term. In the event LESSEE does elect to so renew or extend the term of this Lease, then upon such renewal, all rights and obligations of LESSOR and LESSEE during such renewal term shall be governed by the terms and provisions set forth herein.

2. FIXED RENT: The LESSEE hereby agrees to pay, to LESSOR at its Lincoln, Nebraska address, or such other place as may be designated by LESSOR, the following Fixed Rent:

Rent beginning April 9, 2001 through March 31, 2002 shall be Three Thousand Three Hundred Sixteen Dollars and Twenty-Five Cents (\$3,316.25) per month; provided, however, Fixed Rent for the month of April, 2001 shall be prorated to correspond with LESSEE taking occupancy of the premises on April 9, 2001.

On each Lease Anniversary Date (i.e., April 1st), during the remaining years of the lease term, including any extension period or renewal term, the Fixed Rent shall be increased by the greater of: (a) three (3) percent of the previous lease year Fixed Rent, or (b) a calculation increasing the previous lease year Fixed Rent based on data from the Consumer Price Index.

All rents, both fixed and additional, are payable in advance and without demand. Said rental shall be delivered to LESSOR on or before the first day of each month. Time being of the essence of this contract. Late payments shall be subject to late payment penalty of Seventy-Five (\$75.00) per month.

3. ADDITIONAL RENTAL: In addition to the above Fixed Rent, LESSEE agrees to pay on a monthly basis as a part hereof, the following additional charges, namely:

A) LESSEE'S proportionate share of the monthly maintenance charges of the common parking area, landscape services and outside electric bills.

B) LESSEE'S proportionate share of all operating, maintenance, and servicing charges and costs, including, but not limited to security, telephone, gas, electricity, water, sewer, sewer connections, sidewalks and street improvements, and any and all other special assessments and improvement liens levied or charged against the property not included within the above maintenance costs. Failure to make any and all such payments shall constitute a material breach of this lease.

C) LESSEE further agrees to pay LESSOR a sum of money equal to the LESSEE'S proportionate share of all taxes and assessments levied and assessed against the shopping center improvements and parking area.

The parties agree that the aforesaid Additional Rental charges will be reconciled annually on the lease anniversary date. Further, LESSEE shall not incur any costs for capital expenditures made by LESSOR. Capital expenditures shall mean construction that may occur on or about the Alamo Shopping Center which is expected to have an indefinite period of existence.

4. SALES TAX: LESSEE agrees to pay LESSOR Nebraska Sales Tax, if any, which may be imposed on this Agreement. If the applicable law provides for direct payment to the tax authority, LESSEE agrees to provide LESSOR with evidence from the tax authority that said tax has been directly paid to the tax authority.

5. SECURITY DEPOSIT: LESSOR acknowledges receipt from LESSEE a Security Deposit in the amount of Three Thousand Three Hundred Sixteen Dollars and Twenty-Five Cents (\$3,316.25). Said Security Deposit shall be held by LESSOR without bearing interest. LESSOR reserves the right to increase the Security Deposit upon failure of the LESSEE to comply with any of the terms contained in this Agreement. Should the LESSOR elect to increase the Security Deposit, the deposit shall be increased to be not less than the amount of one (1) month's fixed rent on the date of the default declaration. Upon LESSOR's election to increase the Security Deposit upon declaration of default, said increase in the Security Deposit shall become due and collectable on demand of LESSOR. It being understood that in the event LESSEE shall fail to comply with each and every term of this lease, or should surrender said premises without the prior written consent of LESSOR, or is dispossessed therefrom, then in that event, the said sum shall be forfeited by LESSEE to LESSOR as damages. Upon expiration of this lease, LESSOR is authorized by LESSEE to deduct and withhold from said deposit all charges and losses for repairs and replacement costs and any and all damages to said demised premises, normal and reasonable wear and tear excepted. Any balance of said deposit, after deducting the aforesaid charges, shall be promptly refunded to LESSEE.

6. USE OF PREMISES: LESSEE covenants that the premises shall not be used for any other purpose than:

a Sports Bar and Restaurant, including forms of gaming as authorized by the State of Nebraska, its governmental entities and subdivisions.

It is specifically understood and agreed, LESSEE's use of the demised premises will not include the dispensing of "off-sale" alcoholic beverages. Further, LESSEE's use shall not include the employment of loudspeakers, televisions, phonographs, radios, or other devices outside of the interior walls of the demised premises. All operation of the aforesaid devices in the interior of the demised premises shall be performed in a manner which will not unduly disturb other tenants or otherwise become a nuisance. LESSEE agrees to conduct its business in the demised premises continuously on all days and at all hours as is lawful and reasonable for businesses of a like nature. In no event does this subclause contemplate, authorize or require LESSEE to operate in violation of any applicable statute, ordinance or rule. LESSEE hereby agrees, the business conducted on or about the premises shall not involve the selling of western-wear, tack or horse trailers. LESSEE agrees, violation of this provision shall be deemed a default of the lease. LESSEE shall not perform any acts or carry on any practice which may injure the building or be a nuisance to other tenants, and will refrain from doing acts or carrying on practices which will substantially inconvenience or disturb

8/17/83  
R2

adjoining tenants. LESSEE will not permit any act which shall be of a disorderly nature or a nuisance, or cause damage to the LESSOR'S premises, or the occupant of any adjoining property. Further, LESSEE agrees to keep the front of the demised premises and the adjoining walkways clean, swept, and free of any and all obstacles, including, but not limited to, ice and snow. Further, LESSEE agrees to routinely patrol and police the parking lot adjoining the demised premises to assure the area is free and clear of any alcohol containers.

7. POSSESSION: LESSEE covenants that he will deliver up quiet and peaceful possession of the leased premises at the termination or expiration of the lease. LESSOR shall be entitled at all reasonable times to enter said premises for purpose of inspection and for showing the premises to any prospective purchaser or tenant and for any other lawful purpose.

8. SIGNS: LESSEE shall not erect or install any exterior or interior window or door signs without the prior written consent of LESSOR. Said consent shall not be unreasonably withheld. LESSEE agrees that all signs shall be approved by LESSOR, be in compliance with the shopping center sign rules and regulations, and comply with any and all requirements established by lawful governmental authority. Further, LESSEE agrees not to install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations or paint without obtaining prior written consent of LESSOR.

9. RECEIVING, DELIVERY AND PARKING: LESSEE agrees that in receiving or removing business, store or office equipment, fixtures, goods or merchandise, and in disposing of refuse, garbage, trash, and so forth, the same shall be done in accordance with rules and regulations established by LESSOR from time to time, and in general the same shall be done only before or after normal business hours. The use of service ways and corridors shall not unduly interfere with the use and rights of other tenants. LESSEE further covenants and agrees that the parking of autos of LESSEE and LESSEE's employees shall be subject to rules and regulations, and in general shall not be parked in the immediate vicinity of the building during the hours of 8:00 a.m. through 7:00 p.m. LESSEE agrees to provide LESSOR, upon request, with the vehicle license numbers of LESSEE and LESSEE's employees.

10. INSURANCE: LESSEE shall maintain at its own expense owner's, landlord's, and tenant's public liability insurance with coverage for one person of not less than \$500,000.00, and with coverage of not less than \$1,000,000.00 for more than one person, and with coverage of not less than \$500,000.00 for property loss or damage. Such policy shall contain provisions as will protect both LESSOR and LESSEE as their interests appear. LESSEE shall also maintain, at its own expense, casualty insurance which, in the event of loss due to fire or storm, the proceeds of LESSEE'S insurance coverage shall be used solely for the purpose of restoring the premises demised hereby to as good of condition as it was prior to the loss, and in the event that the amount collected under such insurance policy shall be insufficient for such purpose, LESSEE agrees to furnish such additional sums as may be required to restore said premises to their condition immediately prior to said loss. LESSEE shall furnish a policy or certificate to LESSOR evidencing liability and casualty insurance coverage. Said policy or policies of insurance shall list the LESSOR as an additional insured and loss payee.

11. UPKEEP AND REPAIRS: LESSEE agrees to maintain said demised premises in good condition, reasonable wear and tear excepted. LESSEE agrees to make all necessary repairs for the upkeep of the interior of the demised premises, including, but not limited to, the plumbing, heating and air-conditioning equipment. LESSEE agrees that the use of the plumbing shall not include any uses other than those uses normally and reasonably associated with standard plumbing and plumbing fixtures. LESSEE agrees that LESSEE and LESSEE's agents and employees shall not dispose of any substances which may clog, erode, or damage the plumbing system, whether through utilization of "garbage disposal units" or other such devices. It is agreed LESSEE shall maintain, and replace if necessary, a "grease trap" to prevent the accumulation of grease or other wastes in the plumbing system. LESSEE agrees to provide LESSOR with evidence of any contract which LESSEE has regarding the maintenance of said grease trap. Further, LESSEE agrees to be responsible for maintenance and cleaning of all exhaust ventilators and for cleaning



the roof to prevent and remove grease and other foreign materials from being and which are deposited on and about the roof of the demised premises. LESSEE shall be responsible for all breakage of all glass in and about the demised premises, and shall promptly replace any broken glass. LESSEE agrees to maintain the toilet and lavatory fixtures. LESSEE further agrees to maintain the heating and air-conditioning equipment in good working order and will replace the same, if necessary, upon which title to said heating and air-conditioning equipment shall vest in the LESSOR and remain on and be surrendered with the demised premises, at no charge to LESSOR. LESSEE shall also be responsible for maintenance of any and all interior paint or decoration on the walls, and shall provide any and all floor covering, title to which shall vest in the LESSOR and remain on and be surrendered with the demised premises, at no charge to LESSOR. LESSOR shall not be liable for any damages to property in said demised premises from water or wind, which may leak into, issue or flow from any part of said building, or from the pipes or plumbing, or from the roof. LESSOR shall not be called upon to make any repairs in and upon said demised premises, except for the roof, exterior walls and the structural parts of the building. Further, LESSOR shall not be called upon to repair any part of the front of the demised premises or any part of the demised premises which has been remodeled by LESSEE. And further, LESSEE shall not allow anyone access to the roof without the prior consent of the LESSOR. LESSEE agrees that in performing maintenance on the air-conditioning, heating, ventilating and other roof installed equipment, if such maintenance requires work which may be potentially destructive to the roofing material or require any roofing penetration(s), that only the LESSOR's roofing contractor will be allowed to perform the aforesaid roof related activities.

12. LESSOR'S REMEDIES UNDER THE LAW; COSTS AND ATTORNEY'S FEES: In the event LESSOR is compelled to incur any expense in collecting any sum of money due under the lease, including the payment of attorney's fees, LESSEE shall be liable therefor, and LESSEE agrees to pay unto LESSOR all such expenses and costs of litigation, including reasonable attorney's fees.

13. DEFAULT AND FORFEITURE: In the event LESSEE shall fail to pay the rents at the time herein specified, then, and in that event LESSOR may, at its option, without further notice, declare this lease in default and thereupon LESSOR is hereby authorized to re-enter and repossess the leased premises, either with or without legal process, and LESSEE agrees to surrender and deliver up said premises peaceably to LESSOR. Likewise the same provision shall apply in case LESSEE shall fail to observe and perform any other condition or covenant herein. LESSEE expressly waives all notice provided by law relative to eviction for failure to pay rent. Failure of LESSOR to insist upon strict performance of any condition or covenant herein shall not constitute a waiver or relinquishment of LESSOR'S legal rights.

14. LIENS AND DEBTS: It is agreed that the LESSEE shall not encumber the property leased and shall not create any lien or encumbrance whatsoever on the property; provided, however, LESSEE may encumber its personal property and trade fixtures in the premises to secure repayment of financing and indebtedness of LESSEE.

15. BANKRUPTCY AND EXEMPTIONS: In event of LESSEE'S bankruptcy, LESSOR has the option to forthwith cancel this lease.

16. SALE OR ASSIGNMENT OF LESSEE'S INTEREST: This lease may be assigned or the premises sublet, in whole or in part, only with the prior written consent of LESSOR, which will not be unreasonably withheld. LESSOR hereby consents to LESSEE's subleasing of the premises to Bleachers, Inc. on the terms and subject to the conditions and limitations set forth in the Temporary Lease Agreement attached hereto and incorporated herein by reference.

17. SALE OR ASSIGNMENT BY LESSOR: LESSOR shall have the right to sell, mortgage or otherwise dispose of its interest in the premises, subject to the terms and conditions of this lease.

18. BUSINESS OR TRADE FIXTURES: LESSEE agrees and pledges any and all business and trade fixtures brought on to the demised premises as security for the payment of all sums of money due

under the conditions and covenants contained herein; subject, however, to any prior lien held therein by LESSEE's lender (s). Upon the expiration or termination of this Lease, LESSEE shall be entitled to remove its property and trade fixtures from the premises; provided, however, that LESSEE hereby covenants and agrees to pay LESSOR for damage caused to the premises in connection with LESSEE's removal of such property, and this covenant shall survive termination of the Lease.

19. UTILITIES SERVICING THE DEMISED PREMISES: LESSEE shall be furnished separate electric and natural gas meters. LESSEE shall be solely responsible for payment of bills associated with these meters. Water is metered through a common master meter. LESSEE shall be responsible for LESSEE's prorata share of all charges associated with this meter.

20. MERCHANT ASSOCIATION: LESSEE shall join and maintain membership, in good standing, in any nonprofit merchant association developed for this shopping center. Membership in any such association shall include merchants in the shopping center and the LESSOR. In order to be a member of the association in good standing, a member shall be obligated to payment of annual dues and periodic assessments, as determined by the association, which are assessed to cover the expense of all advertising and other activities engaged in by the association for the mutual benefit of its members. In lieu of paying dues and assessments, the LESSOR shall maintain its membership in good standing by providing administrative assistance to the association to promote the purposes of the association.

21. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: LESSEE agrees to furnish any licenses required by any governmental body which regulates the business use contemplated under this lease. Further, LESSEE agrees to comply with any and all applicable laws, ordinances, rules and regulations of governmental authorities which apply to LESSEE's business, and shall solely bear the costs of compliance. LESSEE shall hold LESSOR harmless from any violation of the aforesaid laws, ordinances, rules and regulations.

22. INDEMNIFICATION & HOLD HARMLESS: LESSEE shall indemnify and hold LESSOR harmless from any and all claims, suits, proceedings, actions, causes of action, responsibility, liability, demands, judgment and executions regarding LESSEE's use and occupancy of the demised premises and appurtenances.

23. CONSUMER PRICE INDEX: The Fixed Rent adjustment specified in Section 2 above, makes reference to the Consumer Price Index. For purposes of this lease agreement, the Consumer Price Index shall mean the Consumer Price Index - All Urban Consumers - Base Period 1982-1984=100, which is periodically published by the United States Department of Labor, Bureau of Labor Statistics. During the term of this lease agreement, should this Index no longer be published, the parties hereto agree to negotiate and agree on an Index which most nearly duplicates the aforesaid index.

24. HOLDING OVER: In the event LESSEE remains in possession of the premises after the expiration of this lease, without execution of a new lease, the occupancy shall be deemed a tenancy from month to month and be terminable upon thirty days notice. This hold over tenancy shall be subject to all the terms, conditions and covenants of this lease.

25. LESSOR'S TITLE AND RIGHT TO LEASE THE DEMISED PREMISES: LESSOR represents and warrants to LESSEE that LESSOR has full right and authority to execute and perform its obligations under this Lease Agreement. Further, LESSOR represents that it has lawful fee title to the real estate on which the demised premises is located.

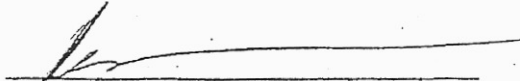
It is mutually agreed that this written lease consisting of Six (6) pages and sections numbered through Twenty-Five (25), constitute the entire agreement and understanding between LESSOR and LESSEE, and that time is of the essence of this contract, which applies to all the terms and conditions herein set forth, and is binding upon the heirs, successors and assigns of the parties hereto.

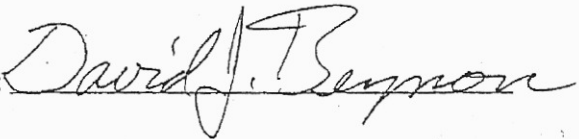


IN WITNESS WHEREOF, the parties have caused this lease to be executed the day and year first above written.

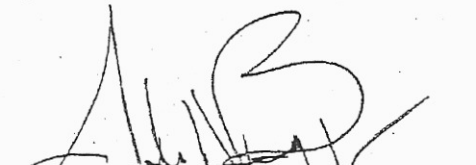
SIGNED AND SEALED IN  
THE PRESENCE OF:

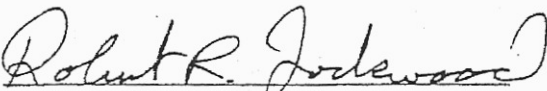
A.M. DAVIS MERCANTILE COMPANY, a  
Nebraska corporation, LESSOR

  
WITNESS FOR LESSOR

BY:   
David J. Beynon

GRANDSTAND, LLC, a  
Nebraska limited liability company, LESSEE

  
WITNESS FOR LESSEE

BY:   
Robert R. Lockwood, Manager

54311210021021

PERSONAL GUARANTY

In order to induce LESSOR to enter into this Lease, the undersigned hereby unconditionally guarantees to LESSOR, its successors and assigns, the full and punctual payment of all amounts of rent when due under the terms of the Lease and the complete and timely performance of all other terms, covenants, agreements and provisions of the Lease by LESSEE.

In the event LESSEE defaults according to the terms of the Lease, the undersigned, immediately upon the written demand of LESSOR, shall (a) pay to LESSOR the amount of rent due and unpaid by LESSEE as if the amount constituted the direct and primary obligation of the undersigned, and/or (b) perform any obligation or cure any default of LESSEE under any term, covenant, or provision of the Lease which does not pertain to the payment of rent. LESSOR shall not be required, prior to any such demand on, or payment by, the undersigned, to make any demand upon, pursue or exhaust any of its rights or remedies against LESSEE or others with respect to the payment of rent or cure of any other default.

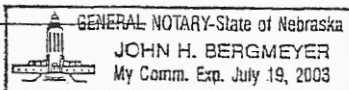
  
Robert R. Lockwood

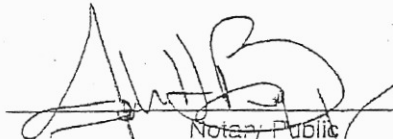
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me on April 9, 2001, by Robert R. Lockwood.

My Commission Expires:

54312\002\015



  
Notary Public

STATE OF NEBRASKA ♦ SECRETARY OF STATE'S OFFICE  
CORPORATION DIVISION

STATE CAPITOL SUITE 1305 • P.O.BOX 94608 • LINCOLN, NE • 68509

PHONE: (402)-471-4079 • FAX: (402)-471-3666

JOHN A. GALE  
Secretary of State

March 30, 2001

JULIE HELMUTH  
Office Manager

JOHN H. BERGMAYER  
SUITE 800  
121 S. 13TH ST  
LINCOLN, NE 68508

RECEIVED

JAN 30 2006

ACKNOWLEDGEMENT OF FILING

NEBRASKA LIQUOR  
CONTROL COMMISSION

The attached documents were filed with the Nebraska Secretary of State's Office, Corporation Division. A label has been affixed to each filing signifying the filing stamp for the Nebraska Secretary of State's Office, Corporation Division. This filing label indicates the date and time of the filing and also references a document number that can be used to reference this filing in the future.

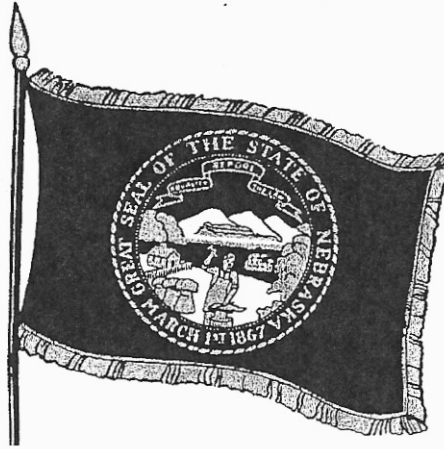
ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Articles Limited	GRANDSTAND, LLC	100.00
Per Page Charge	GRANDSTAND, LLC	25.00
Certificate	GRANDSTAND, LLC	10.00
Total Fees Received		\$135.00

JODY  
Filing Officer

STATE OF

NEBRASKA



United States of America,  
State of Nebraska } ss.

Department of State  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;

the attached is a true and correct copy of the Articles of Organization  
of

GRANDSTAND, LLC

with its registered office located in LINCOLN, Nebraska, as filed in  
this office on March 30, 2001.

I further certify that said limited liability company is in existence as of  
this date.

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the State  
of Nebraska on March 30, in the  
year of our Lord, two thousand one.



*John A. Gale*  
SECRETARY OF STATE

*John A. Gale*

**ARTICLES OF ORGANIZATION**  
**OF**  
**GRANDSTAND, LLC**

**ARTICLE 1**  
**NAME**

The name of this limited liability company is Grandstand, LLC (the "Company").

**ARTICLE 2**  
**DURATION**

The Company shall have perpetual existence.

**ARTICLE 3**  
**PURPOSE AND POWERS**

3.1 Purposes. The purposes for which the Company is organized are to engage in any and all lawful business for which a limited liability company may be organized under the laws of the State of Nebraska, including, but not limited to, the acquisition and ownership or leasing of, and investment in, commercial real estate, and the operation of commercial retail business.

3.2 Powers. The Company shall have and exercise all powers and rights conferred upon a limited liability company by the Nebraska Limited Liability Company Act, NEB. REV. STAT. §§ 21-2601 *et. seq.* (the "Act"), and any enlargement of such powers conferred by subsequent legislative acts.

**ARTICLE 4**  
**PRINCIPAL PLACE OF BUSINESS**

The Company's principal place of business in Nebraska is 5601 S. 56th St., Ste. 21, Lincoln, Nebraska 68516.

**ARTICLE 5**  
**REGISTERED OFFICE AND REGISTERED AGENT**

5.1 Registered Office. The initial registered office of the Company is 121 S. 13th St., Ste. 800, Lincoln, Nebraska 68508.

5.2 Registered Agent. The name of the initial registered agent of the Company at such address is John H. Bergmeyer.

ARTICLE 6  
STATED CAPITAL

The total amount of cash and a description and agreed value of all property, other than cash, initially contributed by the Members of the Company as a basis for capitalization of the Company are described below:

<u>Property Contributed</u>	<u>Agreed Value</u>
Cash	<u>\$160,000.00</u>
TOTAL	<u>\$160,000.00</u>

ARTICLE 7  
ADDITIONAL CAPITAL CONTRIBUTIONS

Additional contributions to the capital of the Company shall be made only at such times and in such amounts as the Company's Manager shall determine, as provided in the Operating Agreement of the Company.

ARTICLE 8  
CLASSES OF INTERESTS

There shall be a single class of interests of the Company which shall be represented by the issuance of certified Units, with such voting, distribution and other rights and obligations as provided herein, in the Act and in the Operating Agreement.

ARTICLE 9  
MEMBERS

Only Unitholders admitted as Members of the Company shall have the right to vote their Units in matters coming before the membership of the Company pursuant to these Articles of Organization, the Operating Agreement or the Act. The initial Members of the Company and the number of Units held by such Members are set forth on Exhibit A attached hereto and incorporated herein by reference. Additional members shall be admitted to the Company, from time to time, only upon the affirmative vote of a Majority-In-Interest of the then-existing Members.

ARTICLE 10  
TRANSFER OR ASSIGNMENT OF UNITS

No Unitholder may transfer or assign, by contract, operation of law or otherwise, all or any portion of such Unitholder's Units in the Company except as provided in the Operating Agreement.



ARTICLE 11  
WITHDRAWAL FROM MEMBERSHIP

Subject to the limitations on withdrawal of capital contained in the Act and in the Operating Agreement, any Member may withdraw from membership in the Company at any time. Except as otherwise provided in the Operating Agreement of the Company, no Unitholder shall be entitled to demand or receive any specific property from the Company in satisfaction of a withdrawal or reduction of his or her capital accounts without the prior written consent of a Majority-In-Interest of all of the Members (other than the withdrawing Unitholder).

ARTICLE 12  
MANAGEMENT OF THE COMPANY

The management of the Company shall be vested in one or more Managers, as provided in the Company's Operating Agreement. The Manager(s) shall hold the offices for the terms and have the responsibilities accorded to them by the Members as set forth in the Operating Agreement. The name and address of the initial Manager are:

Robert R. Lockwood  
6600 Pheasant Run Pl.  
Lincoln, NE 68516

The initial Manager shall serve as Manager of the Company until his death or earlier incapacity, resignation or removal. The successor(s) of the initial Manager shall be duly elected by the then-existing Members of the Company in the manner provided in the Operating Agreement.

ARTICLE 13  
MAJORITY-IN-INTEREST

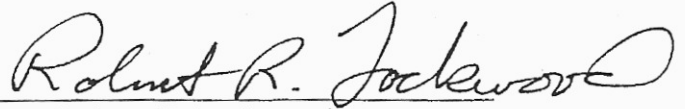
Whenever the term "Majority-In-Interest" is used herein or in the Operating Agreement, it shall mean Members holding in the aggregate more than fifty percent (50%) of the issued and outstanding Units held by all Members as of the date of the required determination.

ARTICLE 14  
AMENDMENTS

These Articles of Organization shall be amended as required by the Act. In all other circumstances, these Articles of Organization may be amended only upon the affirmative vote of a Majority-In-Interest of the Members of the Company.

IN WITNESS WHEREOF, the undersigned, being a Member of the Company, hereby adopts and signs the foregoing Articles of Organization for the purpose of forming the Company under the Act.

Dated: Mar. 30, 2001.



Robert R. Lockwood

Exhibit A

INITIAL CONTRIBUTIONS

<u>Member</u>	<u>Property Contributed</u>	<u>Agreed Value</u>	<u>No. of Units Owned</u>	<u>Initial Percentage Interest</u>
Robert R. Lockwood 6600 Pheasant Run Pl. Lincoln, NE 68516	Cash	\$96,000.00	96,000	60.0%
Jason Miller 7343 Pioneers Blvd., #123 Lincoln, NE 68506	Cash	\$32,000.00	32,000	20.0%
Roy D. Houser 5540 Shady Creek Ct., #13 Lincoln, NE 68506	Cash	\$32,000.00	32,000	20.0%

54312\001\001

RECEIVED

JAN 30 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

mailed  
1-29-08 to

Sec. of State

for filing  
(don't have

file-stamped  
copy back  
(yet)

X - changed registered office and agent, changed manager,  
- as per attached amendment

Signatures of a majority in interest, or such greater interest as otherwise provided in the articles of organization, of the members required.

Signature of Member

Signature of Member

Printed Name of Member

Printed Name of Member

Signature of Member

Signature of Member

**AMENDMENT TO ARTICLES OF ORGANIZATION  
OF GRANDSTAND, LLC**

The undersigned being the sole member of Grandstand, LLC (the "Company"), hereby amends Article 5 of the Company's Articles of Organization to read in its entirety as follows:

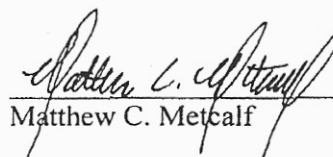
"The initial registered office of the Company is 4535 Normal Blvd., Ste. 295, Lincoln, Nebraska 68516. The name of the registered agent of the Company at such address is Paula J. Metcalf."

The undersigned also amends Article 12 of the Company's Articles of Organization to read in its entirety as follows:

"Management of the company shall be vested in its manager, as set forth in the Operating Agreement. The name and address of the manager (who shall serve as manager until his successor is elected in the manner set forth in the Operating Agreement) is: Christy White, 5601 S. 56<sup>th</sup> Ste., Ste. 21, Lincoln NE 68516"

Matthew C. Metcalf is authorized and directed to file such documents with the Nebraska Secretary of State to effectuate the foregoing as may be required by law.

Date: January 24, 2008

  
Matthew C. Metcalf

**AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
GRANDSTAND, LLC**

**RECEIVED**  
JAN 30 2008  
NEBRASKA LIQUOR  
CONTROL COMMISSION

The undersigned sole member of "Grandstand, LLC," hereinafter referred to as the "Company," hereby declares his intent to continue operating as a limited liability company pursuant to the Company's Articles of Organization, the laws of the State of Nebraska, and the provisions of this Amended and Restated Operating Agreement, and hereby adopts this Amended and Restated Operating Agreement.

**ARTICLE I  
NAME AND PLACE OF BUSINESS**

1. The name of the Company shall be Grandstand, LLC.
2. The principal place of business of the Company shall be 5601 S. 56<sup>th</sup> St., Ste 20, Lincoln, NE 68516, and at such other localities within or without the State of Nebraska as may be agreed upon by the members.

**ARTICLE II  
PURPOSES OF THE BUSINESS**

1. The Company is organized to engage in the ownership and operation of a bar and grill business in Lincoln, Nebraska, and to engage in such other permissible business activities as the members may agree upon from time to time.

**ARTICLE III  
CAPITAL CONTRIBUTIONS AND ACCOUNTS**

1. The initial members contributed to the capital of said firm the cash or other property described in the original Operating Agreement of the Company, said capital to be used and employed in the carrying on of the business of said firm. The initial capital accounts of the members shall be equal.
2. Unless all of the members shall hereafter otherwise mutually agree in writing, the Members shall not be required to make additional contributions to Company capital.
3. The original capital of the Company shall be divided into equal parts (hereinafter referred to as "Units"). The owners of Units are referred to collectively herein as the "members." The number of the initial Units to be owned by each member shall be as follows:



<u>Member</u>	<u>Number of Units</u>
Matthew C. Metcalf	160,000
TOTAL	160,000

4. An individual capital account shall be maintained for each member.

5. If any member shall, with the written consent of the other members, advance any monies to the Company in excess of amounts contributed as capital, the amount of the money so advanced shall be considered as a loan to the Company and shall bear interest at the rate agreed to by the Company and such member.

#### ARTICLE IV RETURN OF CAPITAL

1. A member shall not receive out of Company property any part of such member's contribution to capital until:

(1) All liabilities of the Company, except liabilities to members on account of their contributions to capital, have been paid or there remains property of the Company with an aggregate fair market value sufficient to pay them; and

(2) The members constituting at least a majority in interest shall have consented, unless the return of the contribution to capital may be rightfully obtained under the Nebraska Limited Liability Company Act; and

(3) The Articles of Organization are canceled or so amended as to set out the withdrawal or reduction.

2. A member of the Company who has withdrawn from membership, but whose capital account has not been liquidated, shall have the status of a transferee as provided in Article VIII hereof.

3. Without the prior written consent of all members of the Company, a member, irrespective of the nature of such member's contribution, shall have no right to demand or receive specific property in satisfaction of a withdrawal or reduction of such capital account.

#### ARTICLE V NET PROFITS AND NET LOSSES

1. Each Unit of ownership shall entitle the owner thereof to a percentage

interest in the profits and losses of the Company which percentage shall be determined by reference to a fraction, the numerator of which shall be the number one (1) and the denominator of which shall be the total number of outstanding Units. The net profits or net losses of the Company shall be divided and allocated among each of the members in accordance with the percentages of each member as determined above.

2. An individual income account shall be maintained for each member. Profits and losses shall be credited or debited to the individual income accounts as soon as practicable after the close of each fiscal year.

3. If there be no balance in the individual income accounts, net losses shall be debited to the individual capital accounts. If the capital account of a member shall have been depleted by the debiting of losses under this paragraph, future profits of such member shall not be credited to such member's income account until the depletion shall have been made good, but shall be credited to such member's capital account.

4. In the event of a transfer of a Unit or Units during a particular fiscal year of the Company, the net profits or net losses or distributions for such year shall be allocated between the transferor and the transferee as follows: If the interest of a member in the Company or any part of such interest represented by a Unit is disposed of, such member shall nevertheless be entitled to a fraction of the profits and be charged with a fraction of the losses, allocated to the interest transferred for the fiscal year of the Company in which such disposition occurs. The numerator of such fraction shall be the number of days of such year that he or she was a member in respect of such interest, and the denominator of such fraction shall be the number of days of each year. Any predecessor or successor of such member in respect of such interest shall share in profits and be charged with such losses on the same basis.

#### ARTICLE VI MANAGEMENT, SALARIES AND DISTRIBUTIONS

1. Except for matters specified by this Agreement to be decided by the members, the business and affairs of the Company shall be vested in its manager. The manager shall have the authority and duty to control the day-to-day operations of the Company.

2. Each member shall have a voice in the selection of the manager of the Company in proportion to such member's ownership of Units of the Company.

3. The manager of the Company shall be Christy White. The action, signature or consent of the manager on behalf of the Company may be conclusively presumed by third parties to evidence the duly authorized decision or action of the Company. The manager shall serve until his or her resignation or until his or her removal with or without cause and replacement upon the vote of a majority in interest of the members.

4. A member who renders services to the Company as a manager or otherwise shall be entitled to such reasonable compensation as the members may approve, in addition to any other amounts which may become due to him or her hereunder.

5. Draws against income account balances shall be distributed at such times and in such amounts as a majority in interest of the members shall agree, but only if, after each such distribution is made, the aggregate fair market value of the assets of the Company will exceed all liabilities of the Company (other than liabilities to members on account of their contributions to capital).

## ARTICLE VII ADDITION OF NEW MEMBERS

Additional members of the Company shall be admitted only upon an affirmative vote of a majority in interest of the existing members of the Company. The share of Company profits and losses of such new member and the initial capital contribution of the new member shall be defined in an amendment to this Agreement approved upon an affirmative vote of a majority in interest of the existing members, and the Company shall also prepare and file any Amended Articles of Organization required by law to reflect the changes.

## ARTICLE VIII TRANSFERABILITY OF INTERESTS

In the absence of the unanimous written consent by the members, any member desiring to transfer, assign, pledge, give, or in any other manner whatsoever, alienate all or part of the member's interest (other than by making a gift to any member or to the children or grandchildren of any member or to a trust for the benefit of any such individual), shall communicate such intention in writing to all other members stating in detail the name of the person to whom the transfer is proposed, the purchase price proposed for the transfer, the terms of payment and shall attach to that notice the written bona fide offer of the prospective transferee to acquire the interest. Within thirty (30) days after the date of such notice, the Company may purchase, at its option, all or any part of such member's interest on the terms and conditions set forth in the written offer; and if the Company elects not to purchase all of such interest, then the other members at that time may purchase, at their option, all or any part of such interest on the same terms and conditions within sixty (60) days of such notice. If more than one member shall desire to acquire said interest and no agreement is reached regarding the portion of the same to be acquired by each, said members shall acquire said interest in the proportion which their respective participation in the capital of the Company bears to each other. If, after the lapse of sixty (60) days from the date of the notice, none of the other members have communicated their desire to acquire any of the interest proposed to be transferred, then the selling member may consummate the proposed transfer of interest provided, however, if such transfer is not consummated on the terms and conditions set forth in the written offer within sixty (60) days after lapse of the Company's option to purchase, no such sale shall be permitted without again offering the interest to the Company in the foregoing manner.

Notwithstanding anything contained herein to the contrary, if a majority in interest of the members of the Company other than the member proposing to transfer his or her interest do not approve by written consent of the proposed sale, gift or other transfer, then the nonmember

transferee of the member's interest shall have no right to participate in the management of the business and affairs of the Company or to become a member. The nonmember transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to capital to which the transferring member would otherwise be entitled.

The costs of filing an amendment to the Articles of Organization if required by law and all other expenses incident to the admission of the transferee to the Company as a member shall be charged to and paid by such transferee.

## ARTICLE IX DISSOLUTION

1. This Company shall be dissolved upon the occurrence of any of the following events:

(a) By the unanimous written agreement of all of the members;

or

(b) The judicial dissolution of the Company.

2. As soon as possible following the occurrence of any of the events described in paragraph 1. of this Article effecting the dissolution of the Company, the Company shall execute duplicate originals of a statement of intent to dissolve in such form as shall be prescribed by the Secretary of State, State of Nebraska and the same shall be delivered to that office.

3. Upon the filing of a statement of intent to dissolve with the Secretary of State, State of Nebraska, the Company shall cease to carry on its business except as may be necessary for the winding up of its business. The separate existence of the Company shall continue until a certificate of dissolution has been issued by the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

4. When: (i) all debts, liabilities and obligations have been paid and discharged or adequate provision has been made therefor; (ii) all of the remaining property and assets have been distributed to the members; and (iii) no suits are pending against the Company in any court or adequate provision has been made for the satisfaction of any judgment, order, or decree which may be entered against the Company in any pending suit; then Articles of Dissolution shall be executed in duplicate, verified by the person signing the statement, and delivered to the Secretary of State, State of Nebraska, or as otherwise required by law.

## ARTICLE X DISTRIBUTION OF ASSETS UPON DISSOLUTION

In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

1. Liabilities to creditors other than members of the Company on account of

their contributions to capital, in the order of priority as provided by law.

2. Liabilities to members of the Company in respect of their share of the profits and other compensation by way of income on their contributions; and

3. Liabilities to members of the Company in respect of their contributions to capital.

Members shall share in the Company assets in respect to their claims for capital and in respect to their claims for profits or for compensation by way of income on their contributions, in proportion to the respective amounts of their claims.

#### ARTICLE XI MEMBER'S POWERS AND LIMITATIONS

1. Checks shall be drawn on the Company bank account for Company purposes only and may be signed by the manager or by such other individual(s) as the members may designate in a banking resolution adopted by a majority in interest of the members.

2. No manager or member may without the approval of a majority in interest of the members: (i) borrow money on the firm name for firm purposes or utilize collateral owned by the Company as security for such loan; (ii) assign, transfer, pledge, compromise or release any of the claims of or debts due the Company except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the Company; (iii) make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, or contract of sale of all or substantially all of the property of the Company; and (iv) lease or mortgage Company real estate or any interest therein or enter into any contract for any such purpose.

#### ARTICLE XII MISCELLANEOUS

1. The Company shall maintain a bank account or bank accounts in such bank or banks as may be agreed upon by the members.

2. All notices provided for under this agreement shall be in writing and shall be sufficient if sent by certified mail to the address set forth below for each party or to such other address as a party may hereafter specify in a written notice to the other parties hereto:

Matthew C. Metcalf  
2772 Rathbone Rd.  
Lincoln, NE 68502

3. Proper and complete books of account shall be kept at all times and shall be open to inspection by any of the members or by the duly authorized legal or accounting

representative of any member at any time during reasonable business hours.

4. The parties hereto covenant and agree that they will execute any further instruments and that they will perform any acts which are or may become necessary to effectuate and carry out the purposes of this agreement.

5. The parties hereby appoint Mathew C. Metcalf to act as the Tax Matters Person for purposes of complying with federal income tax rules and regulations.

6. This Operating Agreement may not be amended except by the unanimous written agreement of all of the members.

7. This Operating Agreement and the rights and obligations of the members hereunder shall be construed and interpreted under the laws of the State of Nebraska.

IN WITNESS WHEREOF, this Amended and Restated Operating Agreement is executed on this 24<sup>th</sup> day of January, 2008.

  
Matthew C. Metcalf